

The Honorable Marsha J. Pechman

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

TRAVIS MICKELSON, DANIELLE H.
MICKELSON, and the marital community
thereof,

Plaintiffs,

v.

CHASE HOME FINANCE LLC, et al.,

Defendants.

No. C11-01445 MJP

PRAECIPE RE: DKT. NO. 39

**Noted on Motion Calendar:
Friday, January 20, 2012**

Clerk's Action Required

TO: The Clerk of Court

AND TO: Plaintiffs and Counsel of Record

Please add the attached Exhibit I (a publicly recorded document), to the Declaration of Rebecca Francis in Support of Partial Motion to Dismiss Under Fed. R. Civ. P. 12 (b)(6) [Dkt. No. 39] filed on December 29, 2011. The attached exhibit was inadvertently not filed.

DATED this 30th day of December, 2011.

Davis Wright Tremaine LLP
Attorneys for Defendants

By s/ Rebecca Francis

Fred B. Burnside, WSBA #32491

Rebecca Francis, WSBA #41196

E-mail: fredburnside@dwt.com

E-mail: rebeccafrancis@dwt.com

CERTIFICATE OF ELECTRONIC SERVICE

I hereby certify that on December 30, 2011, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the following:

- **Heidi E. Buck**
hbuck@rcolegal.com, tkwong@rcolegal.com, buck4343@gmail.com
- **John S Devlin , III**
devlinj@lanepowell.com, Docketing-SEA@LanePowell.com, burrusl@lanepowell.com
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- **Andrew Gordon Yates**
yatesa@lanepowell.com, docketing-sea@lanepowell.com, strayerd@lanepowell.com

and I hereby certify that I have mailed by United States Postal Service the document to the following non CM/ECF participants:

DATED this 30th day of December, 2011.

Davis Wright Tremaine LLP
Attorneys for Defendants JPMorgan Chase Bank,
N.A.; Mortgage Electronic Registration Systems
Inc.; and Federal Home Loan Corporation

By s/ Rebecca Francis
Rebecca Francis, WSBA #41196
1201 Third Avenue, Suite 2200
Seattle, WA 98101-3045
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EXHIBIT I

4283167

04/04/2011 12:01:04 PM
 Recording Fee \$64.00 Page 1 of 3
 Trustee's Deed
 Island County Washington

After Recording Return To:
 Federal Home Loan Mortgage Corporation
 5000 Plano Parkway
 Carrollton, TX 75010-4902

L581UD #104

File No.: 7037.08418/MICKELSON, TRAVIS AND DANIELLE H.

Trustee's Deed

The GRANTOR, Northwest Trustee Services, Inc., as present Trustee under that Deed of Trust (defined below), in consideration of the premises and payment recited below, hereby grants and conveys, without representation or warranty, expressed or implied, to Federal Home Loan Mortgage Corporation, as GRANTEE, all real property (the Property), situated in the County of Island, State of Washington, described as follows:

Tax Parcel No.: R23225-045-0530

Abbreviated Legal: Section 25, Township 32, Range 2, PTN SW SW

Parcel A: that portion of the Southwest Quarter of the Southwest Quarter of the Southwest Quarter of Section 25, Township 32 North, Range 2 East of the Willamette Meridian, described as follows: commencing at the Southwest corner of said Section 25; thence South 89 degrees 54'20" East along the South line of said Section 25, 329.60 feet; thence North 0 degrees 27'18" West 30.00 feet to the Northerly margin of the Cross Island County Road; thence continue North 0 degrees 27'18" West 316.45 feet to the True Point of Beginning; thence continue North 0 degrees 27'18" West 158.22 feet; thence South 89 degrees 55'15" East 329.98 feet to the East line of said Southwest Quarter of the Southwest Quarter of the Southwest Quarter; thence South 0 degrees 24'37" East along said East line, 158.25 feet to a point that is South 89 degrees 54'56" East from that True Point of Beginning; thence North 89 degrees 54'56" West 329.86 feet to the True Point of Beginning. Parcel B: an easement for road ingress and egress and public and private utilities being 60 feet in width from the Northerly margin of the Cross Island County Road to the North line of the Southwest Quarter of the Southwest Quarter of the Southwest Quarter of Section 25, Township 32 North, Range 2 East of the Willamette Meridian, the centerline of said 60 foot easement is described as follows: commencing at the Southwest corner of said Section 25; thence South 89 degrees 54'20" East along the South line of said Section 25, 329.60 feet; thence North 0 degrees 27'18" West 30.00 feet said Northerly margin of the Cross Island County Road and the True Point of Beginning of said centerline; thence continue North 0 degrees 27'18" West 632.89 feet to the North line of said subdivision and the terminus of said centerline. Situated in Island County, Washington.

RECITALS:

1. This conveyance is made pursuant to the powers, including the power of sale, conferred upon the Beneficiary by that certain Deed of Trust between Travis Mickelson and Danielle H. Mickelson, husband and wife, as Grantor, to Chicago Title, as Trustee, and Mortgage Electronic Registration Systems, Inc., Beneficiary, dated 11/22/05, recorded 11/29/05, under Auditor's No. 4155570, records of Island County, Washington and subsequently assigned to Chase Home Finance LLC under Island County Auditor's No. 4236910.

04/04/2011 12:01:04 PM
Recording Fee \$64.00 Page 2 of 3
Trustee's Deed
Island County Washington

4293167

2. The Deed of Trust was executed to secure, together with other undertakings, the payment of one or more promissory note(s) ("Note") in the sum of \$403,500.00 with interest thereon, according to the terms thereof, in favor of Mortgage Electronic Registration Systems, Inc. and to secure any other sums of money which might become due and payable under the terms of said Deed of Trust.

3. The Deed of Trust provided that the Property is not used principally for agricultural or farming purposes and the Grantor has no actual knowledge that the Property is used principally for agricultural or farming purposes.

4. Default having occurred in the obligations secured and/or covenants of the Deed of Trust grantor, as set forth in Notice of Trustee's Sale described below, which by the terms of the Deed of Trust make operative the power to sell, the thirty-day advance Notice of Default was transmitted to the Deed of Trust grantor, or his successor in interest, and a copy of said Notice was posted or served in accordance with law.

5. Chase Home Finance LLC, being then the holder of the indebtedness secured by the Deed of Trust, delivered to said Grantor a written request directing Grantor to sell the Property in accordance with law and the terms of the Deed of Trust.

6. The defaults specified in the "Notice of Default" not having been cured, the Grantor, in compliance with the terms of the Deed of Trust, executed and on 09/07/10, recorded in the office of the Auditor of Island County, Washington, a "Notice of Trustee's Sale" of the Property under Auditor's File No. 4280389.

7. The Grantor, in the "Notice of Trustee's Sale", fixed the place of sale as outside the main entrance of the Island County Annex Building near the Veteran's Memorial at 1 NE 6th Street, City of Coupeville, State of Washington a public place, at 10:00 o'clock a.m., and in accordance with the law caused copies of the statutory "Notice of Trustee's Sale" to be transmitted by mail to all persons entitled thereto and either posted or served prior to 90 days before the sale; further, the Grantor caused a copy of said "Notice of Trustee's Sale" to be published in a legal newspaper in each county in which the property or any part thereof is situated, once between the thirty-fifth and twenty-eighth day before the date of sale, and once between the fourteenth and the seventh day before the date of sale; and further, included with the Notice, which was transmitted to or served upon the Deed of Trust grantor or his successor in interest, a "Notice of Foreclosure" in substantially the statutory form, to which copies of the Note and Deed of Trust were attached.

8. During foreclosure, no action by the Beneficiary, its successors or assigns was pending on an obligation secured by the Deed of Trust.

9. All legal requirements and all provisions of said Deed of Trust have been complied with, as to acts to be performed and notices to be given, as provided in chapter 61.24 RCW.

10. The defaults specified in the "Notice of Trustee's Sale" not having been cured ten days prior to the date of Trustee's Sale and said obligation secured by said Deed of Trust remaining unpaid, on March 25, 2011, the date of sale, which was not less than 190 days from the date of default in the obligation secured, the Grantor then and there sold the Property at public auction to said Beneficiary, the highest bidder therefore, for the sum of \$325,297.00. Beneficiary then directed Grantor to issue this Trustee's Deed directly to Grantee.

04/04/2011 12:01:04 PM
Recording Fee \$84.00 Page 3 of 3
Trustee's Deed
Island County Washington

4293167

This conveyance is made without representations or warranties of any kind, expressed or implied. By recording this Trustee's Deed, Grantee understands, acknowledges and agrees that the Property was purchased in the context of a foreclosure, that the trustee made no representations to Grantee concerning the Property and that the trustee owed no duty to make disclosures to Grantee concerning the Property, Grantee relying solely upon his/her/their/its own due diligence investigation before electing to bid for the Property.

DATED: March 30, 2011

GRANTOR
Northwest Trustee Services, Inc.

By 
Assistant Vice President
Northwest Trustee Services, Inc.

STATE OF WASHINGTON)

COUNTY OF KING)


) ss.

Heather Westfall

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged (he/she) as the Assistant Vice President of Northwest Trustee Services, Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: March 30, 2011

JULIE BOUFFLEUR
STATE OF WASHINGTON
NOTARY PUBLIC
MY COMMISSION EXPIRES
02-23-13


NOTARY PUBLIC in and for the State of
Washington, residing at King Co.
My commission expires: 02/23/2013



(STATE OF WASHINGTON) ss
(COUNTY OF ISLAND)

I DO HEREBY CERTIFY THAT THE
FOREGOING INSTRUMENT IS A TRUE AND
CORRECT COPY OF THE DOCUMENT NOW
ON FILE OR RECORDED IN MY OFFICE.

IN WITNESS WHEREOF, I HERETO SET MY
HAND THIS 20 DAY OF DEC 20 11
COUNTY AUDITOR

 DEPUTY